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St. Nat. Bank (1901, C. C. A., 3d) 107 Fed. 897, 898. So that while the Bankruptcy Act seems to treat an indorser as an actual debtor, it does not do so in reality, for "debt" as used there may mean only "claim" or "liability." *Moch v. Market St. Nat. Bank, supra.* In the instant case, the court said that the debt was primarily that of the B. company, the officer being only contingently liable. Refusal to extend the doctrine of notice to such a case is believed to be sound.

G. L. K.

CARRIERS—CARMACK AMENDMENT—BILL OF LADING ISSUED BY CONNECTING CARRIER.—The plaintiff as shipper of live stock received a bill of lading from the initial carrier. The connecting carrier issued a second bill changing the liability by requiring 30 days' notice of claim in order to hold the carrier liable. *Held,* that the second bill was invalid for lack of consideration and because the enforcement of its terms would defeat the policy of the Carmack Amendment. *Missouri K. & T. Ry. Co. v. Ward* (1917) 37 Sup. Ct. 617.

This holding is a natural corollary to the rule already established under the Carmack Amendment that the bill of lading issued by the initial carrier applies to the entire transportation and fixes the rights and duties of all participating carriers. See *Georgia, Fla. & Ala. Ry. Co. v. Blish Milling Co.* (1915) 241 U. S. 190, 196, 36 Sup. Ct. 541, 544, and cases there cited.

CARRIERS—CARMACK AMENDMENT—PRESUMPTION AGAINST TERMINAL CARRIER.—In an action against the terminal carrier to recover damages for injury to goods, the plaintiff introduced evidence to show that the goods were delivered in good condition to the initial carrier and were received from the defendant in a damaged condition. The defendant contended that since the passage of the Carmack Amendment this did not make a *prima facie* case. *Held,* that the common law presumption against the terminal carrier was not superseded by the Carmack Amendment, which did not establish any presumption, but merely gave an optional remedy against the first carrier for the entire transportation. Salinger, J., *dissenting. Erisman v. Chicago B. & Q. R. Co.* (1917, Ia.) 163 N. W. 627.

The point decided is not new, even in Iowa (see cases cited on p. 631 of the opinion), but the case is worthy of note for its detailed reëxamination of the whole subject, with full discussion of both sides of the question and an apparently exhaustive collection of authorities.

CARRIERS — NON-DELIVERY — RESTRAINT OF PRINCES.—The defendants agreed with the plaintiffs to provide a steamer to proceed to Marionpol, and there load a cargo and carry it to Japan. On September 1, the defendants refused to name a steamer on the untrue assertion that the British government had prohibited steamers going to the Black Sea to load. The Turkish government closed the Dardanelles on September 26. The defendants pleaded "restraint of princes" as a justification of their breach of the charter-party. The ship would not have had time to reach the

Dardanelles before the closing. *Held,* that a reasonable apprehension of the impending closing of the Dardanelles, though justified by the event, did not constitute a restraint of princes, and the defendant was not excused. *Watts & Co. Ltd. v. Mitsui & Co. Ltd.* [1917] A. C. 227.

The question decided was similar to that involved in the case of the *Kronprinzessin Cecilie,* discussed in (1917) 26 YALE LAW JOURNAL, 247, 791, in which the decision of the United States Circuit Court of Appeals that the owners of the ship were not excused by reasonable apprehension of war, was reversed by the Supreme Court. The opinion in the Supreme Court cites as authority a dictum in the English case in the Court of Appeal, which appears to be contradicted by the above decision of the House of Lords.

CONFLICT OF LAWS—EX PARTE DECREE OF JUDICIAL SEPARATION—FOREIGN RECOGNITION.—A husband and wife from the time of their marriage in New York never lived together. The wife, "domiciled" in New York, procured an *ex parte* divorce from bed and board, on grounds of cruelty. When her husband, domiciled throughout in Connecticut, began suit there for divorce *a vinculo* for desertion, she introduced the New York decree to justify her living apart. *Held,* that such a decree, as opposed to full divorce, did not affect the marriage status, was personal in its nature, and was not in any way effective in another state unless entered by a court having jurisdiction over the defendant. *Pettis v. Pettis* (1917) 91 Conn. 608, 101 Atl. 13. See COMMENTS, p. 117.

CONFLICT OF LAWS—FOREIGN MARRIAGE—REMARRIAGE PROHIBITED FOR LIMITED TIME AFTER DIVORCE.—Two residents of Illinois were married in Indiana within a year after the woman had obtained a divorce in Illinois. By statute in Illinois, and by the terms of the divorce decree, such a marriage was prohibited, and would not have been recognized in Illinois. Subsequently the parties removed to Wisconsin where a similar statute was in force. Upon the death of the "husband," the woman filed a claim under the Wisconsin Workmen's Compensation Act. *Held,* that the marriage was void and that the claimant was not entitled to compensation as the wife of the deceased. *Hall v. Industrial Commission* (1917, Wis.) 162 N. W. 312.

It is the general American rule, based on the policy of giving legal sanction wherever possible to what may be called a marriage in fact, that the *lex loci celebrationis* determines the validity of a marriage. Wharton, *Conflict of Laws* (3d ed.) sec. 127 *et seq.* Accordingly, statutes prohibiting marriage for a specified period after divorce have frequently been construed as applying only to marriages in the same state, and a marriage elsewhere may be held valid even in the prohibiting state. *Estate of Wood* (1902) 137 Cal. 129, 69 Pac. 900; *Dudley v. Dudley* (1911) 151 Ia. 142, 130 N. W. 785; *contra, Lanham v. Lanham* (1908) 136 Wis. 360, 117 N. W. 787; *Wilson v. Cook* (1912) 256 Ill. 460, 100 N. E. 222. Outside the prohibiting state, it is not believed that such a marriage, if valid where